



City of Naples

Naples City Council Meeting Agenda
March 10, 2016 - 7:30 p.m.
1420 East 2850 South
Naples, UT 84078

Opening Ceremonies

1. Approval of Agenda
2. Approval of Minutes - February 25, 2016 Regular Council Meeting
3. Any follow up matters from meeting of February 25, 2016
4. Approval of Bills - Connie Patton
5. Report From Dinosaur Roundup Rodeo Committee - Cindy Williams
6. Travel Approval - Utah Municipal Clerks Academy
7. Travel Approval - Utah Chief of Police Conference
8. Approve Payment for New Tires - Chief Watkins
9. Approve Payment to Stubbs & Stubbs
10. Request Approval for Expenditure - eCivis Grant Management Subscription
11. Request Approval for Safety Mats for Fire Station Fire Pole
12. Convene into the Local Building Authority of Naples City, Utah to Authorize Payment to B.H.I. for Naples Fire Station Contract - Application No. 8
13. Other Matters/Future Council Matters
14. Motion to Adjourn

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Naples City offices at 789-9090, 1420 East 2850 South, Naples, UT 84078 at least 48 hours in advance of the meeting. Meetings are held at 1420 East 2850 South, Naples, UT.

The undersigned, duly appointed City Recorder, does hereby certify that the above agenda was faxed or emailed to the Vernal Express. The agenda was also posted in the City Hall lobby, outside the door of the City Office building, on the City's website www.naplescityut.gov, and on the State Public Meeting Notice website <https://pmn.utah.gov>. Nikki W. Kay

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Naples: City Council

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Notice Title: Naples City Council

Notice Type: Meeting

Event Start Date & Time: March 10, 2016 7:30 PM

Event End Date & Time: March 10, 2016 9:00 PM

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Notice of Electronic or telephone participation:

n/a

Other information:

Meeting Location:

1420 East 2850 South
Naples , 84078

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Contact Information:

Nikki Kay
4357899090
nkay@naples.utah.gov

Audio File Address

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Naples City Council

February 25, 2016

Minutes

The regularly scheduled meeting of the Naples City Council was held February 25, 2016, 7:30 p.m., at the Naples City Office, 1420 East 2850 South, Naples, Uintah County, Utah.

DATE, TIME & PLACE OF MEETING

Council members attending were Dean Baker, Robert Hall, Gordon Kitchen, Dennis Long, Dan Olsen and Kenneth Reynolds.

COUNCIL MEMBERS ATTENDING

Others attending were Liberty Best, Mark Watkins, Jim Harper, Jason Tolbert, Tim Suwyn, Greg Suwyn, Sarah Suwyn, Joshua Bake, and Nikki Kay.

OTHERS ATTENDING

At 7:30 p.m. Mayor Dean Baker welcomed everyone and called the meeting to order. Mayor Baker opened the meeting with the pledge of allegiance. Councilman Kenneth Reynolds offered the invocation.

OPENING CEREMONY

Mayor Baker presented the agenda for approval. Councilman Kitchen and Councilman Olsen both stated they would like a minute at the end of the meeting under other matters. Dennis Long **moved** to approve the agenda. Kenneth Reynolds **seconded** the motion. The motion passed with all those in attendance voting aye.

AGENDA APPROVED

Mayor Baker presented the minutes of February 11, 2016 for approval. Councilman Reynolds, because he was not in attendance at the last meeting, asked for some clarification on the form-based codes being suspended indefinitely. Council members explained the change they made to that language in the Ordinance. Robert Hall **moved** to approve the minutes. Dan Olsen **seconded** the motion. The motion passed with all voting aye.

MINUTES APPROVED

Mayor Baker asked if anyone had something they wanted to follow up on from the previous meeting. Councilman Long asked about the Jake Brake ordinance. Chief Watkins said he sent an email to Joshua, the Mayor, and Dennis Judd with his recommendations. Joshua stated he is just waiting to hear back from Mr. Judd on the suggested changes.

FOLLOW UP ITEMS FROM PREVIOUS MEETING

Connie Patton presented the bills in the amount of \$11,271.73. Councilman Kitchen asked about the invoice for pavilion maintenance at the park. Jim Harper said someone went through and kicked all of the switch plates at the pavilion. The cost was to replace those. Councilman Kitchen wanted to know if there was any type of cage box cover that could be used. Jim said he would have to check. Jim said he was a little surprised to see all of them broken at once. Dan Olsen **moved** to approve \$11,271.73 for the bills. Robert Hall **seconded** the motion. The motion passed with the following roll call vote:

Gordon Kitchen	Aye
Kenneth Reynolds	Aye
Dennis Long	Aye
Dan Olsen	Aye
Robert Hall	Aye

APPROVAL OF THE BILLS

A business license application was received from Emilee McManigal located at 764 E 2670 S. The license is a home occupation for in home child care. Dale Peterson submitted a memo giving approval for the license. Joshua said the State wants the applicant to have a license from the City before issuing the State one. Kenneth Reynolds **moved** to approve the business license. Dennis Long **seconded** the motion. The motion passed with all voting in the affirmative.

APPROVE BUSINESS LICENSE

A business license application was received from Sean Robinson for G.A.M. Convention. Joshua Bake explained this would be a one time event held at the Microtel Suites. A discussion was held about this type of license and Nikki said the City has never really issued one before and this would be a first. Joshua stated it was decided to charge the same as a regular retail license. Nikki said with the changes to home occupation licenses currently being discussed by the State Legislature the City might have to look at changing the business license ordinance and that would be a good time to look at special event permits. Gordon Kitchen **moved** to approve the license. Kenneth Reynolds **seconded** the motion. The motion passed with all voting in the affirmative.

A business license application was received from Universal Repair and Service LLC located at 1271 E 1500 S. Joshua reported this was an application to expand a current business. Joshua said the owners of the business are changing the scope of their work to include auto repair to try

and weather the current economic situation. He said the business is located in the proper zone and Mr. Peterson recommended approval of the license. Dan Olsen **moved** to approve the license. Robert Hall **seconded** the motion. The motion passed with all voting in favor.

Joshua Bake asked approval to attend the Utah Local Governments Trust leadership conference along with Jim Harper and Nikki Kay. He said the request would be for one day per diem for each of them. Dennis Long **moved** to approve \$90 for Josh, Jim, and Nikki. Kenneth Reynolds **seconded** the motion. The motion passed with the following roll call vote:

Gordon Kitchen	Aye
Kenneth Reynolds	Aye
Dennis Long	Aye
Dan Olsen	Aye
Robert Hall	Aye

Joshua Bake asked for Council approval to attend the Legislative Policy Committee meetings in Salt Lake City. He told the Council he was not asking for approval of funds but just permission to use a city vehicle to attend the meetings if there is something on the agenda he feels would be critical to be able to vote on. He stated he and the Mayor have been watching the meetings via the internet but is has been challenging to try and vote. He said he wants to be able to attend when needed. Dan Olsen **moved** to approve the use of a city vehicle and gas to attend the Legislative Policy Committee meetings. Robert Hall **seconded** the motion. The motion passed with the following vote:

Robert Hall	Aye
Dan Olsen	Aye
Dennis Long	Aye
Kenneth Reynolds	Aye
Gordon Kitchen	Aye

Joshua Bake told the Council, just after the work was completed on 500 S 2000 E, the fence was damaged through an auto accident. He stated they asked the contractor, Stubbs & Stubbs, to repair the fence and the City would seek reimbursement through the auto insurance of the responsible party. He said they asked Stubbs & Stubbs to order a couple of extra posts and slats while they were getting the replacement parts so the City would have extra

TRAVEL APPROVAL

APPROVE PAYMENT TO STUBBS & STUBBS

on hand in case of future damage. The invoice for the repair by Stubbs & Stubbs was \$2,249.44. Dennis Long **moved** to approve \$2,249.44. Dan Olsen **seconded** the motion. The motion passed with the following roll call vote:

Robert Hall	Aye
Dan Olsen	Aye
Dennis Long	Aye
Kenneth Reynolds	Aye
Gordon Kitchen	Aye

Chief Watkins handed out a report showing the statistics for the police department from 2008 to the current date. Chief Watkins focused on three types of cases: Domestic, child abuse, and child sex abuse. He pointed out the number of cases has increased each year. He also noted that 73% of the departments cases go to District Court which are class A and felonies. Chief Watkins referred to Sir Robert Peel's Principles of Law Enforcement 1829 and said "the test of police efficiency is the absence of crime and disorder, not the visible evidence of police action in dealing with them." Chief Watkins said he feels like he is failing to a point because their number of cases are going up. He said they have been working with the school, with Victims Advocate, and their relationship with the kids at school to try and bring the education and resources needed to help bring those case numbers down.

Chief Watkins also updated the Council on the vehicle lease program, the K-9 program, and the new responsibilities being handled by Kimberly Kay. He praised Assistant Chief Cox for his work in the K-9 program and also wanted the Council to know Kimberly was recently asked to join the critical incident response team and will also be working as a medical examiner for Uintah County, the only civilian medical examiner in this area.

Mayor Baker brought up the concern they had with the storm water at the new fire station. He said a recent storm and snow melting in the field west of the fire station combined to cause some flooding issues near the fire station. Mayor Baker said they don't want to worry about the station flooding. He said they would like to get a hold of the property owner to the west to see about building a berm to keep the water from flowing this way. He said they might also want to consider putting in a small retaining wall on the west property line. Mayor Baker thought it would cost about

POLICE DEPARTMENT STATISTICAL REPORT

DISCUSSION ON STORM WATER ISSUE AT FIRE STATION

\$2,000 to \$3,000 to form and pour the retaining wall. Councilman Olsen supported contacting the property owner and to see about the cost for the wall. Councilman Kitchen was hesitant to agree without a dollar amount. Mayor Baker said he would get the cost and bring it back to the Council before anything is done.

Mayor Baker asked the Council their feelings on holding a ribbon cutting ceremony on May 3, 2016 and to make it a part of the Chamber luncheon. He said the City would have to buy the lunches for anyone they invited and any members of the Chamber would already have paid for their lunch. Mayor Baker suggested the Commissioners, Vernal City's council, and the Fire District Board. He said they would have to spend a little money. Nikki Kay asked how much money. Mayor Baker said he was not able to get with Joel yet and he was not sure. Mayor Baker roughly figured about \$500. Councilman Kitchen said he understands inviting the Commission members because they helped get the funds for the fire station. Mayor Baker also discussed having an open house on May 7, 2016 for the community. Mayor Baker said Chief Reynolds talked about cooking hot dogs on the grill and keeping it kind of simple. Mayor Baker said they talked about starting at noon and go for two or three hours. Mayor Baker left it up to the Council to make the decision. He thought it would be a good way to bring the community together. Council members decided it would be a good day for the firefighters to bring their kids to see the station and enjoy the day and a good day to have the community come and see the new station that will serve the whole area. Councilman Kitchen wanted to know what the Mayor wanted with this discussion. Mayor Baker said he needed to know if the dates will work and if they are good with both days and then he can come back with a better idea on the cost. Councilman Olsen approved the two dates and the two venues. Councilman Olsen said the community needs to see the station and they need to see where the tax dollars were spent.

Dan Olsen **moved** to convene into the Local Building Authority meeting. Robert Hall **seconded** the motion. The motion passed with all voting aye.

Kenneth Reynolds **moved** to adjourn the meeting of the Local Building Authority and reconvene into regular city council meeting. Dennis Long **seconded** the motion. The motion passed with all voting in the affirmative.

***DISCUSSION ON RIBBON
CUTTING CEREMONY
FOR FIRE STATION***

***CONVENE INTO MEETING
OF THE LOCAL BUILDING
AUTHORITY***

***ADJOURN LOCAL
BUILDING AUTHORITY
AND CONVENE BACK
INTO CITY COUNCIL***

MEETING

Councilman Kitchen said he was approached by a member of the graduation night activities committee asking if the City would be in a position to help with any of the costs associated with any of those activities. Councilman Kitchen said he explained to the person the motion the Council made to put a stop to any donation requests but said he would still ask if the City wanted to participate. Council members didn't feel the City was in a position to offer help at this time.

**OTHER MATTERS OR
FUTURE COUNCIL
MATTERS**

Councilman Olsen wanted to know how the Council felt about using the new fire station for the upcoming Republican Caucus. He said the last time the caucus was held in the Council room people had to sit out in the hall because there were not enough seats. Mayor Baker didn't think this meeting would have as many people but said they could think about it and discuss it at the next Council meeting.

With no other business before the Council, Dan Olsen **moved** to adjourn the meeting at 9:00 p.m. Dennis Long **seconded** the motion. The meeting was adjourned by all voting in favor of the motion.

MOTION TO ADJOURN

APPROVED BY COUNCIL ON THE 10th DAY OF MARCH 2016

BY: _____

ATTEST: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
10-22500 HEALTH INSURANCE	22	American Family Life Assurance	Insurance Premium/employee w/h	179017	02/25/2016	833.71
Total :						833.71
10-41-610 MISCELLANEOUS EX	196	Chamber of Commerce-Vernal	Chamber lunches	4536	03/04/2016	90.00
Total LEGISLATIVE:						90.00
10-43-250 VEHICLE MAINTENA	627	Naples Car & Truck Wash	Car washes	233669	03/01/2016	8.00
10-43-251 FUEL & OIL	1174	Pilot Travel Centers, LLC	Monthly fuel purchases	243954134	03/01/2016	19.80
Total CITY ADMINISTRATOR:						27.80
10-50-270 UTILITIES - SHOP	46	Ashley Valley Water & Sewer	Water and sewer billing	0475-216SH	02/29/2016	56.00
10-50-270 UTILITIES - SHOP	760	Questar Gas	Monthly Gas Service	5668-216SH	02/24/2016	370.22
10-50-271 UTILITIES - CITY HAL	46	Ashley Valley Water & Sewer	Water and sewer billing	1050-216OF	02/29/2016	56.00
10-50-271 UTILITIES - CITY HAL	622	Mt. Olympus Waters	Equipment Rental	102094540226	02/26/2016	101.46
10-50-271 UTILITIES - CITY HAL	760	Questar Gas	Monthly Gas Service	2706-216OF	02/24/2016	215.68
10-50-271 UTILITIES - CITY HAL	760	Questar Gas	Monthly Gas Service	4475-216GEN	02/25/2016	22.34
10-50-271 UTILITIES - CITY HAL	760	Questar Gas	Monthly Gas Service	8966-216WW	02/24/2016	152.49
10-50-271 UTILITIES - CITY HAL	775	RDT, Inc.	Garbage Service	1118-316OF	03/01/2016	61.00
10-50-271 UTILITIES - CITY HAL	988	Strata Networks	Monthly Phone Service	2582114	02/29/2016	366.66
10-50-271 UTILITIES - CITY HAL	1099	Rocky Mountain Power	Monthly Electric Service	9596-216OF	02/19/2016	469.60
10-50-271 UTILITIES - CITY HAL	1107	Utah Department of Technology	Wide area network	608R0630035	02/29/2016	497.00
10-50-274 UTILITIES - ROADSID	46	Ashley Valley Water & Sewer	Water and sewer billing	0435-216RSP	02/29/2016	56.00
10-50-279 CELLULAR PHONE	988	Strata Networks	Cell Phone	2575820	02/29/2016	332.25
10-50-750 CAPITOL IMPROVEM	333	FFKR Architects	Naples Fire Station	14101.14	03/03/2016	1,806.00
Total GENERAL GOVERNMENT BUILDINGS:						4,562.70
10-51-250 EQUIPMENT, SUPPLI	1201	Xerox Corporation	Copy charges for M20i	83618457	03/01/2016	30.74
10-51-250 EQUIPMENT, SUPPLI	1201	Xerox Corporation	Copy charges for WC7845	83618505	03/01/2016	127.40

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
Total SUPPLIES/EQUIPMENT:						158.14
10-52-220	ADVERTISE/NOTICE	1132 Vernal Express	Public Hearing - Land Use	86896	03/01/2016	44.25
10-52-245	COMPUTER SUPPLI	1006 Uintah County Recorder	Internet charges	39678	03/01/2016	10.00
Total PLANNING AND ZONING:						54.25
10-54-250	VEHICLE MAINTENA	627 Naples Car & Truck Wash	Car washes	233697	03/01/2016	161.25
10-54-251	FUEL & OIL	1174 Pilot Travel Centers, LLC	Monthly fuel purchases	243951510	03/01/2016	782.11
10-54-332	MOBILE UNIT EXPEN	53 AT&T Mobility	Wireless Data Connections	287259274777	02/20/2016	291.25
10-54-760	GRANT PURCHASE I	1127 Vehicle Lighting Solutions	Car digital video	60819	02/03/2016	10,000.00
Total POLICE DEPARTMENT:						11,234.61
10-57-270	UTILITIES - FIRE STA	760 Questar Gas	Monthly Gas Service	4568-216FD	02/24/2016	616.47
10-57-270	UTILITIES - FIRE STA	760 Questar Gas	Monthly Gas Service	9430-216FD	02/24/2016	1,533.27
Total FIRE PROTECTION:						2,149.74
10-60-250	EQUIPMENT REPAIR	868 Simper Supply	Angle iron	262566	02/24/2016	13.28
10-60-250	EQUIPMENT REPAIR	1190 Windriver Wireless	Repair radios	16-9866	02/22/2016	42.50
10-60-251	FUEL & OIL	1174 Pilot Travel Centers, LLC	Monthly fuel purchases	243954134	03/01/2016	594.67
10-60-253	VEHICLE MAINTENA	682 FleetPride	Back up light	75456893	02/24/2016	20.37
10-60-258	BLDG.,EQUIPMENT	555 Lowe's Commercial Services	Window film	9412608	02/25/2016	3.77
Total HIGHWAYS:						674.59
10-68-270	UTILITIES-STREET LI	1099 Rocky Mountain Power	Monthly Electric Service	1546-216ST	03/02/2016	2,310.51
Total STREET LIGHTS:						2,310.51
10-70-271	UTILITIES OF EAST	46 Ashley Valley Water & Sewer	Water and sewer billing	1128-216PK	02/29/2016	56.00
Total PARKS:						56.00
Grand Totals:						22,152.05

GL Acct No	Vendor	Vendor Name	Description	Invoice Number	Invoice Date	Invoice Amount
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Report Criteria:

Invoices with totals above \$0.00 included.

Only unpaid invoices included.



Item No. _____

MEMO TO: City Council

Subject: Grant Management Subscription

FROM: Joshua Bake, City Administrator

Date:
March 8, 2016

Recommendation:

Request approval for expenditures for eCivis, Grant Management Subscription

Fiscal Impact:
\$695.00

Funding Source:
10-43-290

Background:

Since 2000, eCivis has been the only end-to-end grant management system in the nation for state, local, and tribal governments. Our solution encompasses 3,500 plus successful implementations and more than 150,000 hours of training, helping our customers pursue \$550 billion plus in grants annually. Our partnerships with the public sector include many of the largest grant portfolios in the country, as well as small towns and cities.

eCivis provides grant management services to the City and can be a very useful tool with applying for and ultimately being awarded grants. It was the intent of City to staff to not renew this subscription until it was discovered that in 2014 the City signed a three-year deal with eCivis for grant management. Due to the three-year commitment the City received a special rate for signing the three-year deal. This will be our final year on the contract.

Recommendation: That Council, approve the expenditure of \$695 to fulfill our final year of contract with eCivis.

Recommended Motion:

"I move the City Council approve expenditures for \$695.00



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 1/22/2014
Contract No. 7680

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")
418 N. Fair Oaks Ave. #301
Pasadena, CA 91103
Fax: (626) 628-3232
Sales Contact:
Byron Gaylord

and

City of Naples, UT ("Customer")
1420 E. 2850 S.
Naples, UT 84078
Phone: (435) 789-9090
Principal Contact and Master Access Holder:
Craig Blunt, City Manager

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and Services are provided to Customer, and supersedes all previous agreements between eCivis and Customer.

eCivis Products	Description	Units	Avg Unit Price	Total Price
GN: Tracking & Reporting - 1 User License	Grants Management and Reporting	1	\$3,600.00	\$3,600.00
GN: Research - 1 User License	Federal, State (if available), & Foundation	1	\$3,000.00	\$3,000.00
GN: KnowledgeBase - 1 User License	Courses, Subject Briefs, Project Trends	1	\$750.00	\$750.00
Product Sub-Total				\$7,350.00
Incentive Discount				(\$6,500.00)
Multi-year Discount				(\$55.00)
TOTAL PRICE				\$695.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 2/28/2017. Payment is due net 30 days from invoice date.

Cycle 1: 3/01/2014 through 2/28/2015 for a price of \$ 695
Cycle 2: 3/01/2015 through 2/28/2016 for a price of \$ 695
Cycle 3: 2/29/2016 through 2/28/2017 for a price of \$ 695

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: February 28, 2014.

IN WITNESS WHEREOF, the parties hereto have caused to be executed or executed this Agreement as of the day and year first above written.

Accepted By:

City of Naples, UT

By: 

(Authorized Signature)

Name: Craig Blunt

(type or print)

Title: Manager

Date: 2-14-14

Accepted By:

eCivis, Inc.

By: 

(Authorized Signature)

Name: James Ha

(type or print)

Title: CEO

Date: 2/14/2014

O Send invoice to (if different than address above): _____

eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on January 3, 2014. It is effective between You and Us as of the date of You accepting this Agreement.

Table of Contents

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1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our professional services division under this Agreement or any relevant purchase order. Such work may include, but not limited to, Grant Writing, Peer Review, Technical Assistance and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants NetworkTM, Professional Services or Nonprofit One-StopTM.

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with which You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. **Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. **User Subscriptions.** Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. **Our Responsibilities.** We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. **Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. **Usage Limitations.** Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

3.5. **Third Party Data.** We do not own data or files submitted to Grants Network by third parties. You assume all risks that may occur from downloading third-party data or files.

4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Professional Services as part of its User Subscriptions and each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for Services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its ecivis.com account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and

courteous manner in the performance of their duties under this Agreement to complete such Professional Services.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Professional Services.

4.4. Peer Review Services. Should this Agreement include Peer Review services, upon mutual agreement by Us and You, Peer Review services may be exchanged with "customized services" of equivalent value, if such Services are available at the time of request. Such "customized services" may include, but not limited to, customized funding searches, consulting, coaching, and training.

4.5. You shall provide to Us written acceptance of each Professional Service listed in Exhibit A within 5 business days of Professional Services being delivered to You. Failure to provide written acceptance during this period shall be deemed acceptance of Professional Services delivered.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on Services purchased and not actual usage for Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable and will not result in any refund or credit and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this Agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 10.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our Services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

6.5. **Suggestions.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

7. CONFIDENTIALITY

7.1. **Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information is subject to open records requirements defined by state statute, unless explicitly exempt under state statute. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8. WARRANTIES AND DISCLAIMERS

8.1. **Our Warranties.** We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) If You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) below.

8.2. **Your Warranties.** You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. LIMITATION OF LIABILITY

9.1. **Limitation of Liability.** NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) WILL EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. **Term of Agreement.** This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. **Term of Purchased User Subscriptions.** User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

10.3. **Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. **Return of Your Data.** Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. **Surviving Provisions.** Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Governing Law and Jurisdiction), 12 (General Provisions) and 13 (Mutual Indemnification) shall survive any termination or expiration of this Agreement.

11. GOVERNING LAW AND JURISDICTION

11.1. **Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.**

12. GENERAL PROVISIONS

12.1. **Anti-Corruption.** You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

12.2. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture agency, fiduciary or employment relationship between the parties.

12.3. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement.

12.4. **Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

12.5. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. **Attorney Fees.** You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment).

12.7. **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. **Entire Agreement.** This Agreement, including all exhibits and addenda hereto constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification,

amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

13.3. Exclusive Remedy. This Section 13 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]



Item No. _____

MEMO TO: City Council

Subject: Fire Pole Protection Mats

FROM: Joshua Bake, City Administrator

Date:
March 8, 2016

Recommendation:

Request approval for expenditures for Safety mats for the Fire Station fire pole

Fiscal Impact:
Approximately \$500.00

Funding Source:

Background:

The new fire station has had the fire pole installed on the east side of the bay next to a block wall. In order to maintain safety for the youth that visit and often ride the pole, it has been recommended that the City install safety mats on the east wall as well as additional landing mat for the youth and public's safety.

Recommendation: That Council, approve the expenditure of approximately \$500 to purchase safety padding for the fire station fire pole

Recommended Motion:

Search...

MY ACCOUNT

CART (0)

CHECKOUT

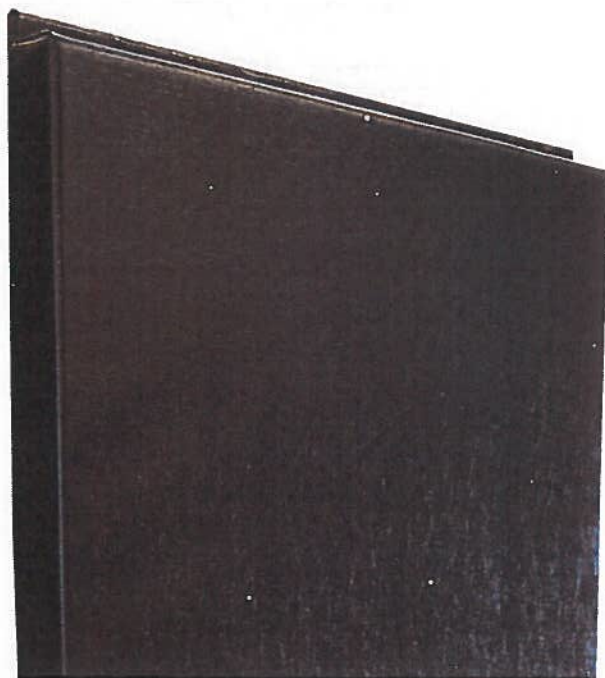
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Home > Gym Wall Padding > Custom Wood Backed Gym Wall Padding Panels 2' x 8'



CUSTOM WOOD BACKED GYM WALL PADDING PANELS 2' X 8'

\$ 64.00

No reviews

Color

Black

ADD TO CART

Category: Wall Padding

Type: Wall Padding

Vendor: AK Athletic Equipment



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*THIS ITEM LOOKS GREAT WITH A DIGITALLY PRINTED LOGO CALL US FOR INQUIRIES

Our wall padding is perfect for gym walls. This is a standard wood backed wall pad - 2" thick foam, 2' wide x 8' tall.

Wall pads are permanent wood-backed panels that provide protection against wall collisions and add the feature of sound absorption. The appearance of gymnasiums and wrestling rooms can be greatly enhanced by choosing your school colors at no extra charge. Color selection cards are available upon request. Our firm 2" thick polyurethane foam wall pad provides excellent protection at a great value. Cutouts for electrical outlets and custom designed pads are crafted in our factory. 1" nailer lips at the top and bottom of the pad allow for easy installation.

Architectural specifications, shop drawings and vonar fire-retardant liners are available if needed. Two side corner pads and three side column pads are manufactured to the customers specification.

This item leaves our facility in 3-5 business days

[Request a Quote.](#)

*This item is not eligible for returns



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8' X 4' ROLL UP WRESTLING MAT

\$ 165.00

FREE SHIPPING

5 reviews

Color

Black

ADD TO CART

Category: Wrestling wrestling mat

Type: Wrestling Mats

Vendor: AK Athletic Equipment

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Free Shipping

The 8' x 4' Roll-Up exercise mat is easily stored and shipped, making it an ideal wrestling mat for at home exercises and training but also has been purchased for use in professional training facilities. the mat is constructed of 1 3/4" thick crosslinked polyethylene foam to provide supportive protection for high intensity exercises. The mat is topped with 22 ounce vinyl that is antimicrobial, antifungal and will not support mildew. To clean this mat, we recommend a nonabrasive cleaner.

We can make any custom size order, just call us or [Request a Quote](#).

This product is CPSIA certified and is proudly made in the U.S.A!

Product leaves our facility in 5-7 business days

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Based on 5 reviews [WRITE A REVIEW](#)

NICE PRACTICE WRESTLING MAT

wyatt on Mar 08, 2015

i got this mat for my birthday and its very comfortable and easy to store.



City of Naples

PEOPLE SERVING PEOPLE

Naples City Building Authority Agenda
March 10, 2016 – 8:30 PM
1420 East 2850 South
Naples, UT 84078

1. Rollcall
2. Approve Minutes of February 25, 2016
3. Approve Payment to B.H.I. for Naples Fire Station Contract – Application No. 8
4. Motion to Adjourn and Reconvene Back into Regular City Council meeting.

Welcome to the Utah Public Notice Website: Your central source for all public notice information in Utah

Naples: Local Building Authority of Naples City, Utah

[Search again](#)

Entity: Naples

Body: [Local Building Authority of Naples City, Utah](#)

Subject: Business

Notice Title: Naples Building Authority

Notice Type: Meeting

Event Start Date & Time: March 10, 2016 8:30 PM

Event End Date & Time: March 10, 2016 8:45 PM

Description/Agenda:

1. Rollcall
2. Approve Minutes of February 25, 2016
3. Approve Payment to B.H.I. for Naples Fire Station Contract - Application No. 8
4. Motion to Adjourn and Reconvene Back into Regular City Council meeting.

Notice of Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should notify the Naples City offices at 789-9090, 1420 East 2850 South, Naples, UT 84078 at least 48 hours in advance of the meeting. Meetings are held at 1420 East 2850 South, Naples, UT.

Notice of Electronic or telephone participation:

Not applicable

Other information:

This notice was posted on: March 09, 2016 02:40 PM

This notice was last edited on: March 09, 2016 02:40 PM

[Please give us feedback](#)

Meeting Location:

1420 East 2850 South
Naples , 84078

[Map this!](#)

Contact Information:

Nikki Kay
4357899090
nkay@naples.utah.gov

Audio File Address

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**Local Building Authority of Naples City
February 25, 2016
Minutes**

A meeting of directors of the Local Building Authority of Naples City a Utah nonprofit corporation was held at the Naples City Office on February 25, 2016, 9:00 p.m., 1420 East 2850 South, Naples, Uintah County, Utah.

***DATE, TIME & PLACE OF
MEETING***

The following were present: Dean Baker, Robert Hall, Gordon Kitchen, Dennis Long, Dan Olsen and Kenneth Reynolds.

MEMBERS ATTENDING

Also present were Jim Harper, Mark Watkins, Joshua Bake, and Nikki Kay.

OTHERS ATTENDING

President Dean Baker welcomed everyone and called the meeting to order. He then asked for a roll call of the members.

***WELCOME AND ROLL
CALL***

The minutes of the January 14, 2016 Naples Building Authority meeting were presented to the members for approval. Robert Hall **moved** to approve the minutes of January 14, 2016. Dan Olsen **seconded** the motion. The motion passed with all voting aye.

APPROVE MINUTES

Change order no. 2 for the fire station was presented to the members for their approval. Dennis Long wanted to know what the change orders entail. President Baker said part of the change order was the for cost of the larger sign on the front of the station. Robert Hall asked about the cost for the additional twenty days. President Baker reported it was a charge for construction delay days. Construction was delayed because of the HVAC design issues and also because of the electrical power trench. Dennis Long wanted to know if the City was required to pay the additional amount because we held them up. President Baker said not having power was part of it. Dan Olsen wanted to know if they change order amount was \$16,351.47. President Baker said the cost of the bigger sign was part of the change order amount. Nikki Kay asked why they were paying for additional days of contractor supervision. Robert Hall said it looks like the contractor had to hang around additional days at a cost of \$75 per hour. Gordon Kitchen said the power was beyond their control and wanted to know why it was in our control. President Baker said the original design showed the power on the north side

***APPROVE CHANGE
ORDER NO. 2 FOR FIRE
STATION***

of the road and the owners of those properties wouldn't give the City any utility easements. Gordon Kitchen wanted to know who was responsible for that, who engineered it? He wanted to know whose responsibility it was to make sure those easements are in place as the project is being engineered. He wanted to know why it was the City's responsibility. He said it was engineered a certain way and that way was not feasible so why should the City be paying for this. Dennis Long wanted to know if the supervisor really had to be here for those days. President Baker said they took the alternate route with the power because it was really the only way to go unless they wanted to involve the attorneys and wait for that issue to be resolved. President Baker said as the properties were sold the City should have made sure the utility easements were in place. Kenneth Reynolds **moved** to approve change order no. 2. Dennis Long **seconded** the motion. The motion passed with the following roll call vote:

Gordon Kitchen	Aye
Kenneth Reynolds	Aye
Dennis Long	Aye
Dean Baker	Aye
Dan Olsen	Aye
Robert Hall	Aye

President Dean Baker presented the payment request from B.H.I. for work completed to date on the Naples fire station. The invoice submitted was \$337,234.78. Dennis Long **moved** to approve \$337,234.78. Robert Hall **seconded** the motion. The motion passed with the following roll call vote:

Robert Hall	Aye
Dan Olsen	Aye
Dennis Long	Aye
Dean Baker	Aye
Kenneth Reynolds	Aye
Gordon Kitchen	Aye

***APPROVE PAYMENT TO
B.H.I. FOR NAPLES FIRE
STATION CONTACT -
APPLICATION NO. 7***

With no other business before the Board, Kenneth Reynolds **moved** to adjourn the meeting and reconvene back into City Council. Dennis Long **seconded** the motion. The meeting was adjourned by all voting in favor of the motion.

MOTION TO ADJOURN

APPROVED BY THE BOARD ON THE 10th DAY OF MARCH, 2016

BY: _____

ATTEST: _____

Here is the cost of Weatherby Road that Jason sent in July of last year. Let us know if you need the costs broken out or something else.

Thanks,



Adam Brown
VP of Construction

abrown@bhico.com

M (435) 828-5039 P (435) 789-5252

BHI 826 South 1500 East Vernal UT 84078

BHICO.com JoinBHI.com

CONFIDENTIALITY NOTICE: This e-mail and any documents, files or previous e-mail messages attached to it are intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. Any use, copying, retention or disclosure by any person other than the intended recipient(s) is strictly prohibited. If you have received this e-mail in error, please immediately notify me by phone or email and permanently delete the original email, any attachments and any copies made.

From: Jason McKenna
Sent: Friday, July 10, 2015 3:42 PM
To: Justin Wallis <jwallis@ffkr.com>
Cc: Adam Brown <abrown@bhico.com>
Subject: RE: Naples Fire contract questions

Justin,

The amount of our contract for constructing Weatherby Road is \$135,700.00.

Please find the other items you requested attached as well as 2 RFI's.

Thanks,

Jason

From: Adam Brown
Sent: Thursday, July 09, 2015 1:53 PM
To: Justin Wallis
Cc: Jason McKenna
Subject: RE: Naples Fire contract questions